

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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**FILE:** B-213269**DATE:** November 8, 1983**MATTER OF:** Supreme Laundry Company**DIGEST:**

1. Protest that awardee does not comply with the hourly wage rate and benefit provisions of the Service Contract Act is dismissed because enforcement of the Service Contract Act rests with the Department of Labor, and whether contract requirements actually are met is a matter of contract administration, which is a function of the contracting agency.
2. Protest that procuring activity failed to give unsuccessful bidder advance notice of intended award and formal notice of the actual award of the contract in small business procurement is dismissed since under Defense Acquisition Regulation, paragraph 1-703(b)(1), the contracting agency is not required to give advance notice of award in formally advertised small business set-aside and failure to provide formal notice of actual award of the contract is merely a procedural deficiency which does not affect the validity of the award.

Supreme Laundry Company (Supreme) protests the award of a contract to Professional Towels for laundry services under invitation for bids (IFB) No. N00123-83-B-0627, issued as a small business set-aside by the Naval Regional Medical Center, Long Beach, California (Navy).

We dismiss the protest.

Supreme contends that Professional Towels does not comply with the hourly wage rate and benefit provisions of the Service Contract Act of 1965, 41 U.S.C. § 351 (1976), and that Professional Towels was able to underprice other bidders because it does not pay the proper wage rate. Supreme also complains that the Navy failed to give advance notice of its intention to make an award to Professional Towels as well as formal notification of the actual award of the contract.

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The responsibility for the administration and enforcement of the Service Contract Act is vested with the Department of Labor, not with GAO, and whether contract requirements are met is a matter of contract administration, which is the function of the contracting agency. Ellsworth Street Associates, B-206859, June 21, 1982, 82-1 CPD 611; James M. Smith, Inc., B-210982, March 25, 1983, 83-1 CPD 309.

As to the second allegation, under the circumstances here, there is no requirement that the contracting agency give advance notice of an intended award. Paragraph 1-703(b)(1) of the Defense Acquisition Regulation (DAR) (Defense Acquisition Circular No. 76-19, July 27, 1979) states that, in negotiated small business set-asides, all offerors should be permitted 5 days' notice prior to award to protest the small business size status of successful offerors. However, no such requirement exists for formally advertised small business procurements where, as here, the names of the bidders are a matter of public information. Also, Supreme does not allege that the awardee is other than a small business. See M & H Concrete Structures, Inc., B-206276, April 15, 1982, 82-1 CPD 348; Garrett Enterprises, Inc.--Reconsideration, B-196659.2, February 6, 1981, 81-1 CPD 70.

Finally, concerning Supreme's protest that the Navy failed to give formal notification of the award of the contract to Professional Towels, we point out that this is a procedural irregularity which does not affect the validity of the award. Leon Whitney, Certified Public Accountant, B-190792, December 19, 1978, 78-2 CPD 420.

*Harry R. Van Cleve*  
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